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2 BILL NO. S-90-06- 36
3

4 SPECIAL ORDINANCE NO. S-162-90
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6 AN ORDINANCE approving
7 Contract FOR RES. #6158-90,
8 MICHIGAN AVENUE NSA '90
between WEIKEL LINE COMPANY,
INC. and the City of Fort
Wayne, Indiana, in connection
with the Board of Public Works
and Safety.

9 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON
10 COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

11 SECTION 1. That the Contract FOR RES. #6158-90,
12 MICHIGAN AVENUE NSA '90 by and between WEIKEL LINE COMPANY,
13 INC. and the City of Fort Wayne, Indiana, in connection with
14 the Board of Public Works and Safety, is hereby ratified,
15 and affirmed and approved in all respects, respectfully for:

16 the replacement of curbs,
17 sidewalks, drives and drainage
18 on Guthrie Street - Thompson
19 Ave. to Broadway (north side
only) and Michigan Avenue-
Thompson Ave. to Riedmiller
Avenue - (both sides).

20 involving a total cost of Forty-Eight Thousand Nine Hundred
21 Thirty-Two and 50/100 Dollars (\$48,932.50).

22 SECTION 2. Prior Approval has been requested from
23 Common Council on May 22, 1990. Two copies of said Contract
24 are on file with the Office of the City Clerk and made
25 available for public inspection, according to law.

26 SECTION 3. That this Ordinance shall be in full
27 force and effect from and after its passage and any and all
28 necessary approval by the Mayor.

29
30 Cletus R. Edmond
31 Councilmember
32

33 APPROVED AS TO FORM
34 AND LEGALITY

35 J. Timothy McCaulay
36 J. Timothy McCaulay, City Attorney

CONTRACT NO. 6158-90

MICHIGAN AVENUE NSA '90

BOARD ORDER NO. 157-89

WORK ORDER NO. 10,827

THIS CONTRACT made and entered into in triplicate this 13th day of
June, 1990, by and between WEIKEL LINE CO., INC.
_____, herein called CONTRACTOR, and the
City of Fort Wayne, Indiana, an Indiana Municipal Corporation, acting
by and through the Mayor and the Board of Public Works and Safety,
herein called OWNER:

WITNESSETH, that the CONTRACTOR and the OWNER, for the considerations hereinafter named, agree as follows:

ARTICLE 1: SCOPE OF WORK

CONTRACTOR shall furnish all labor, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for the following:

RES. NO. 6158-90 MICHIGAN AVENUE NSA '90

all according to Res. No. 6158-90, Drawing No. _____,
Sheets _____, and do everything required by this contract and
the other documents constituting a part hereof.

ARTICLE 2: THE CONTRACT SUM

The OWNER shall pay CONTRACTOR for the performance of the contract the unit price sum of \$ 48,932.50. In the event the amount of work is increased or decreased by OWNER, the contract sum shall be increased or decreased according to the unit price schedule set forth in the CONTRACTOR's Proposal.

ARTICLE 3: PROGRESS PAYMENTS

The OWNER shall make payments on account of the contract as provided herein, as follows:

Monthly progress payments will be made by OWNER upon submission of a statement of quantities of work completed and/or materials supplied to the job site as of the end of each month. On or about the 15th day of the following month, ninety (90%) percent of the value of the work performed up to the first day of that month (based on the contract price of labor and materials incorporated in the work) and as estimated by the CONTRACTOR and approved or revised by the Engineering Department

of the OWNER less the aggregate of previous payments, will be paid by OWNER to the CONTRACTOR.

ARTICLE 4: ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due at the time the work is fully completed and accepted and the contract is fully performed.

Upon filing of a Completion Affidavit by the CONTRACTOR that the work is ready for final inspection and acceptance, the Board of Public Works and Safety will direct the Engineering Department of the OWNER to promptly make such inspection. When the Engineering Department finds the work acceptable under the contract, and the contract is fully performed, it shall so inform the Board of Public Works and Safety which shall issue a final certificate stating that the work provided for in this Contract has been completed and is accepted. Thereupon the entire balance of the Contract sum shall be due and payable to the CONTRACTOR; provided only that CONTRACTOR shall first furnish OWNER, if requested to do so, satisfactory evidence that all persons who have supplied labor, material, or equipment for the work have been fully paid, and all required manpower utilization reports for this project have been submitted.

ARTICLE 5: WORKMEN'S COMPENSATION ACT

The CONTRACTOR will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with the Workmen's Compensation Act in accordance with Statutes of the State of Indiana and Ordinances of the City of Fort Wayne.

Any judgment rendered against the City of Fort Wayne in any suits for damages for injury to real or personal property, or for any injury sustained by any person growing out of any act or doing of Contractor, or its agents, employees or workmen or any judgment of any court or award of any Board of Arbitrators or of the Industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suit or claim arising under said Workmen's Compensation for accidental injuries or death suffered by his employees or the employees of any Subcontractor or Subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said CONTRACTOR, shall be conclusive against CONTRACTOR as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that CONTRACTOR indemnify and hold harmless OWNER in the premises.

ARTICLE 6: NONDISCRIMINATION OF LABOR

The CONTRACTOR further agrees to be bound by Section 15-13 (as amended), of the Code of the City of Fort Wayne, Indiana of 1974, passed by the Common Council of the City of Fort Wayne, Indiana as General Ordinance No. G-34-78 (as amended) on December 12th, 1978. The successful bidder shall file a Manpower Utilization Report for this project with the Compliance Office within ten (10) days after comple-

tion of construction or upon request of the Office of Compliance.

ARTICLE 7: PREVAILING WAGE SCALE

The CONTRACTOR agrees to pay, and also require of his subcontractors that they pay wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the Statutes of the State of Indiana, and the Ordinances of the City of Fort Wayne according to the applicable wage scale as included in the bid documents.

ARTICLE 8: COMPONENT PARTS OF THIS CONTRACT

The following documents are as fully a part of the contract as if hereto attached or herein repeated:

- a. Advertisement for Bids, for Contract No. 6158-90.
- b. Instructions to Bidders for Contract No. 6158-90.
- c. Contractor's Proposal Dated 4/25/90.
- d. Ft. Wayne Engr. Dept. Drawing #.
- e. Supplemental Specifications for Contract No. 6158-90.
- f. Workman's Compensation Act, Statutes of the State of Indiana and Ordinances of the City of Fort Wayne.
- g. Non-Discrimination of Labor, General Ordinance No. G-34-78 (as amended).
- h. Prevailing Wage Scale.
- i. Performance and Guaranty Bond.
- j. Labor and Material Payment Bond.
- k. Minority/Female Employment Hourly Utilization.
- l. Right-of-Way Cut Permit.
- m. Comprehensive Liability Insurance Coverage.
- n. MBE/WBE Committment Form.
- o. _____
- p. _____

ARTICLE 9: GUARANTEE OF WORKMANSHIP

At the time of execution of this contract, the CONTRACTOR shall furnish a Performance and Guaranty Bond in favor of the City of Fort Wayne in the amount of the total value of the materials supplied and/or work performed under the terms of this contract. The said bond shall ensure the completion of the work covered hereunder and shall guarantee the materials and workmanship for a period of three (3) years following written acceptance of the work by the OWNER.

ARTICLE 10: INDEMNITY

CONTRACTOR shall furnish to OWNER, within ten (10) days of the date hereof, a certificate from an insuror acceptable to OWNER showing personal injury and property damage insurance, in force and issued in connection with the work to be performed under this Contract, in amounts satisfactory to OWNER and in accordance with the Statutes of the State of Indiana.

ARTICLE 11: ADJUSTMENTS OF DISPUTES

All questions or controversies which may arise between the CONTRACTOR and the OWNER under the provisions of this Contract shall be subject to the decision of the Director of Board of Public Works & Safety of the OWNER, and his decision shall be final and conclusive upon the parties.

Provided, however, no changes in the plans, specifications, or other phases of the work covered by this Contract will be permitted except on prior written authorization by the Board of Public Works and Safety.

ARTICLE 12: COMPLETION DATE

The CONTRACTOR agrees to complete the work specified in the contract within 7/15/90 consecutive calendar days after having been ordered by the OWNER to commence work under this contract.

ARTICLE 13: COUNCILMANIC APPROVAL

This Agreement, although executed on behalf of the OWNER by the Mayor and Board of Public Works and Safety of the City of Fort Wayne, Indiana, shall not be binding upon the OWNER unless and until the same shall have been ratified and approved by the Common Council of the City of Fort Wayne, Indiana, and should said Common Council fail to approve the same within ninety (90) days after the date hereof, then this Contract shall be and become wholly void.

ARTICLE 14:

This contract is governed by Laws of the State of Indiana.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

(CONTRACTOR)

BY: Weikel Line Co. Inc.
Donald W. Winkler, President

BY: Weikel Line Co. Inc.
Carol Hawley, Secretary

CITY OF FORT WAYNE, INDIANA

BY: Paul Helmke

Paul Helmke, Mayor

BOARD OF PUBLIC WORKS & SAFETY

Charles E. Layton
Charles E. Layton
Director of Public Works

Michael McAlexander
Michael McAlexander
Director of Public Safety

Douglas M. Lehman
Douglas M. Lehman
Director of Administration &
Finance

ATTEST:

Patricia J. Crick, Clerk Pro Tem
Helen V. Gochenour, Clerk

PERFORMANCE AND GUARANTEE BOND

KNOW ALL MEN BY THESE PRESENTS, that we THE WEIKEL LINE COMPANY, INC.
as Principal, and the UNITED PACIFIC INSURANCE COMPANY
, a corporation organized under the laws of the
State of Washington, and duly authorized to transact business in the
State of Indiana, as Surety, are held firmly bound unto the City of Fort Wayne,
Indiana, an Indiana Municipal Corporation in the sum of Forty Eight Thousand, Nine
Hundred Thirty Two, and 50/100 -----
(\$ 48,932.50 -----), for the payment whereof well and truly to be made,
the Principal and Surety bind themselves, their heirs, executors, administrators,
successors and assigns, jointly and severally, firmly by these presents. The
condition of the above obligation is such that

WHEREAS, the Principal did on the 13th day of June, 1990,
enter into a contract with the City of Fort Wayne to construct

Resolution #6158-90
Curb and Sidewalk Refurbishing, Michigan Avenue

at a cost of \$ 48,932.50, according to certain plans and specifications
prepared by or approved by the City.

WHEREAS, the grant of authority by City to so construct such improvement
provides:

1. That said improvement shall be completed according to said plans and specifications, and contractor shall warrant and guarantee all work, material, and conditions of the improvement for a period of one (1) year from the date of final acceptance in writing by the Owner;
2. There shall be filed with the City, within thirty (30) days after completion, a Completion Affidavit;
3. Said Principal is required to agree to make such adjustments, modifications, and repairs as required by the City within thirty (30) days after notice.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications.

NOW THEREFORE, if the principal shall faithfully perform all of the terms and conditions required of it by the contract and shall for one (1) year after acceptance of said improvement by City warrant and guarantee said improvement and shall indemnify the City for all loss that City may sustain by reason of the Principal's failure to comply with any of the terms of the authorization, then this obligation shall be void, otherwise it shall remain in full force and effect

THE WEIKEL LINE COMPANY, INC.
(Contractor)

BY: W. J. Wadsworth
ITS: V-B

ATTEST:

Janita J. Bunn
Notary

(Title)

UNITED PACIFIC INSURANCE COMPANY

Surety

BY: Donald R. Rush

Authorized Agent

(Attorney-in-Fact) Donald R. Rush

*If signed by an agent, power of attorney must be attached

Read the first time in full and on motion by Edmonds,
seconded by Delano, and duly adopted, read the second time by
title and referred to the Committee on Public Works (and the
City Plan Commission for recommendation) and Public Hearing to be held after
due legal notice, at the Council Conference Room 128, City-County Building,
Fort Wayne, Indiana, on _____, the _____, day
of _____, 19_____, at _____ o'clock _____ M., E.S.T.

DATED: 6-26-90

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Edmonds,
seconded by Delano, and duly adopted, placed on its
passage. PASSED EST by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT
<u>TOTAL VOTES</u>	<u>1</u>			<u>2</u>
<u>BRADBURY</u>	<u>✓</u>			
<u>BURNS</u>	<u>✓</u>			
<u>EDMONDS</u>	<u>✓</u>			
<u>GiaQUINTA</u>				<u>✓</u>
<u>HENRY</u>				<u>✓</u>
<u>LONG</u>	<u>✓</u>			
<u>REDD</u>	<u>✓</u>			
<u>SCHMIDT</u>	<u>✓</u>			
<u>TALARICO</u>	<u>✓</u>			

DATED: 7-10-90

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne,
Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL)
(SPECIAL) (ZONING MAP) ORDINANCE RESOLUTION NO. S-162-90
on the 10th day of July, 1990,

Sandra E. Kennedy ATTEST
SANDRA E. KENNEDY, CITY CLERK

SEAL
Storer S. Lee
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on
the 12th day of July, 1990,
at the hour of 10:00 o'clock A.M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 12th day of July,
1990, at the hour of 2:00 o'clock P.M., E.S.T.

Paul Helmke
PAUL HELMKE, MAYOR

Admn. Appr.

TITLE OF ORDINANCE: Contract for Res. #6158-90, Michigan Avenue NSA '90

DEPARTMENT REQUESTING ORDINANCE: Board of Public Works & Safety

SYNOPSIS OF ORDINANCE: The Contract for Res. #6158-90, Michigan Avenue NSA '90 is the replacement of curbs, sidewalks, drives and drainage on Guthrie Street - Thompson Ave. to Broadway (North Side Only) and Michigan Avenue - Thompson Ave. to Riedmiller Avenue - (Both Sides).

PRIOR APPROVAL RECEIVED ON 5/22/90.

S-50-06-36

EFFECT OF PASSAGE: Improvements as listed above

EFFECT OF NON PASSAGE:

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$48,932.50

ASSIGNED TO COMMITTEE:

BILL NO. S-90-06-36

REPORT OF THE COMMITTEE ON PUBLIC WORKS

MARK E. GIAQUINTA, CHAIRMAN
CLETUS R. EDMONDS, VICE CHAIRMAN
HENRY, SCHMIDT, TALARICO

WE, YOUR COMMITTEE ON PUBLIC WORKS TO WHOM WAS

REFERRED AN (ORDINANCE) (RESOLUTION) approving Contract FOR
RES. #6158-90, MICHIGAN AVENUE NSA '90 between WEIKEL LINE
COMPANY, INC. and the City of Fort Wayne, Indiana, in connection
with the Board of Public Works and Safety

HAVE HAD SAID (ORDINANCE) (RESOLUTION) UNDER CONSIDERATION
AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID
(ORDINANCE) (RESOLUTION)

DATED: 7-10-90

Sandra E. Kennedy
City Clerk